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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

RUBBERMAID COMMERCIAL
PRODUCTS LLC,

Plaintiff,

vs.

TRUST COMMERCIAL PRODUCTS and
TAIZHOU YINSHAN BRUSH CO., LTD

Defendants.

) CASE NO.: 2:13-cv-02144-GMN-(GWF)

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1 Plaintiff Rubbermaid Commercial Products, LLC (“Rubbermaid”) has moved *ex parte*
2 for a Temporary Restraining Order and an Order for Preliminary Injunction, pursuant to the
3 Federal Rules of Civil Procedure, Rule 65, the Patent Act, 35 U.S.C. § 283, the Copyright Act,
4 17 U.S.C. § 502, and Local Rule 7-5. Rubbermaid alleges that Defendants Trust Commercial
5 Products (“Trust”) and TaiZhou YinShan Brush Co., Ltd. (“Yinshan”) (collectively,
6 “Defendants”) are distributing, promoting, and offering to sell housekeeping and industrial
7 services products at the ISSA/InterClean North America (“ISSA”) trade show in Las Vegas,
8 Nevada, that infringe at least one of U.S. Patent Nos. D474,570, D487,604, D618,418, and
9 D618,419 (collectively, “the Rubbermaid Design Patents”). Rubbermaid further alleges that
10 Defendants have made a catalog that copies portions of Rubbermaid’s Brochure that are entitled
11 to copyright protection, and that Defendants have copied and are distributing those catalogs
12 without authorization.
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15 The Court, having duly considered Rubbermaid’s Complaint, Emergency Motion and
16 Supporting Memorandum for Entry of Temporary Restraining Order and Preliminary Injunction,
17 declarations and exhibits submitted therewith, makes the following preliminary findings and
18 conclusions:

19 1. This court has jurisdiction over this matter and over the Defendants. In addition,
20 this Court is a proper venue for this action and the Defendants have been properly served or will
21 be served as discussed more fully herein.
22

23 2. Rubbermaid is likely to succeed in showing that the Rubbermaid Design Patents
24 and the Rubbermaid Brochure Copyright that are appended to the Complaint as Exhibits A–D, F
25 and G, are owned by Rubbermaid, are valid, and are enforceable, and that Defendants have
26 promoted and offered for sale products having designs that infringe the Rubbermaid Design
27
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1 Patents, and that Defendants are distributing and have distributed a catalog that infringes the
2 Rubbermaid Brochure Copyright.

3 3. Specifically, Rubbermaid is likely to succeed on their patent infringement claims
4 of the Rubbermaid Design Patents against the following products of Defendants: Grandmaid
5 Housekeeping Carts, Bitbar Mobile Work Center, Bitbar Utility Carts, and Bitbar Flat-shelf
6 Carts (collectively, the “Accused Products”).
7

8 4. Further, Rubbermaid is likely to succeed in showing that Defendants have
9 infringed Rubbermaid’s copyright by, without Rubbermaid’s authorization, substantially copying
10 portions of Rubbermaid’s Brochure entitled to copyright protection and by distributing the
11 infringing catalog.

12 5. It appears to the Court that Defendants are China-based manufacturers of
13 commercial products that, with the exception of its temporary presence in the United States
14 during the ISSA show, do not have a regular place of business or assets in the United States.
15 Further, Defendants are likely to offer the infringing products for sale, at the ISSA show, and
16 then leave the United States. It also appears likely that, absent a grant of the requested relief, the
17 Defendants will use their efforts at ISSA to fulfill orders, import the infringing products, and sell
18 those products in the United States.
19

20 6. Absent an *ex parte* temporary restraining order, Defendants’ promotion and offers
21 for sale of the Accused Products, and distribution of the infringing catalog, will result in
22 immediate and irreparable injury to Rubbermaid in the form of lost market share, loss of control
23 over their valuable intellectual property rights, loss of consumer goodwill, and interference with
24 Rubbermaid’s ability to exploit the Rubbermaid Design Patents and the Rubbermaid Brochure.
25 Further, because Defendants have no apparent presence in the United States, it may be difficult
26 or impossible for Rubbermaid to recover a money judgment against Defendants.
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1 ISSA. Defendants are also hereby enjoined from exhibiting any products at ISSA that are
2 covered by U.S. Patent Nos. D474,570, D487,604, D618,418, and D618,419, and colorable
3 imitations thereof. In addition, Defendants are hereby temporarily restrained from distributing or
4 disseminating any work, including Defendants' Catalog that infringes the Rubbermaid Brochure
5 Copyright. Based on the Defendants' apparent lack of assets and presence in the United States,
6 the Defendants are also temporarily restrained from transferring, moving, returning, destroying,
7 or otherwise disposing of any Accused Products, to the extent they presently exist in the United
8 States, or Defendants' Catalog. If Rubbermaid finds more infringing products, Rubbermaid may
9 petition the Court to amend this Order.
10

11 **IT IS FURTHER ORDERED** that, Rubbermaid shall post a bond of \$50,000. To the
12 extent Defendants believes that a higher bond is necessary pursuant to Rule 65(c), Defendants
13 shall file an application to the Court and provide notice to counsel for Rubbermaid by
14 **3:00 p.m. on Tuesday, November 26, 2013.**
15

16 **IT IS FURTHER ORDERED** that a preliminary injunction hearing is set for
17 **Wednesday, 12/4/2013** at the hour of **2:00 p.m.** in Courtroom **7D** before the
18 **Honorable Gloria M. Navarro, United States District Judge.**

19 Defendant shall file and serve any opposition to Rubbermaid's motion for a preliminary
20 injunction by **3:00 p.m. on Tuesday, November 26, 2013.**
21

22 Rubbermaid shall file and serve any reply in support of their motion for a preliminary
23 injunction by **5:00 p.m. on Monday, December 2, 2013.**

24 **IT IS FURTHER ORDERED** that this Order and the Summons and Complaint (and all
25 supporting documents) must be served upon Defendants in person, if found at ISSA, and by
26 other means reasonably calculated to give Defendants notice of this action, which shall include
27 via email to all e-mail addresses provided by Defendants on their websites (<http://www.yinshan->
28

1 brush.com/about.asp and <http://www.trustcommercial.com.cn/english/contact.asp>) as well as
2 email to Peter Chu (peter.chu@yinshan-brush.com), a Trust Vice President who is attending the
3 show. Rubbermaid will therefore attempt to serve Defendant Yinshan at trust@yinshan-
4 brush.com, Defendant Trust at sales@trustcommercial.com.cn, and Peter Chu at
5 peter.chu@yinshan-brush.com.
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7 IT IS SO ORDERED.

8 **DATED** this 21st day of November, 2013.

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12 Gloria M. Navarro
13 United States District Judge
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